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**On-Site Systems, Inc.**

**7638 River Road Pike**

**Nashville, TN 37209**

**Office: (615) 356-2880**

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DOCKET ROOM

September 4, 2003

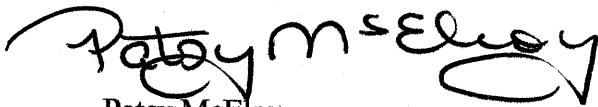
Mr. Hal Novak, Chief  
Energy and Water Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

RE: Docket # 03-00518 – Petition to Change Name of Company

Dear Mr. Novak:

The following is the additional information which you requested. Should you need anything further, please do not hesitate to contact me.

Sincerely,



Patsy McElroy  
Office Manager

**On-Site Systems, Inc.**  
**Sewer Service Billing Summary**  
**Residential Sewer Rates**

<b>System</b>	<b>Monthly Charge</b>
Oakwood Subdivision – Maury County	\$35.11
Southridge Subdivision – Montgomery County	\$23.94 + actual costs
Swan Harbor – Roane County	\$35.11
River Road Utility District – Cheatham County	\$31.15
Milcrofton Utility District – Williamson County	\$37.21
Tall Oaks Subdivision – Blount County	\$35.11
Yoakum Hollow Dev. (Windsor Pt) – Campbell County	\$35.11
Shreibman Development – Cannon County	\$35.11
Cornerstone of Mitchell Creek – Overton County	\$35.11
Bolton Area – Shelby County	\$32.68
Ussery #1- Sevier County	\$35.11
Harbor Pointe – Dekalb County	\$35.11
Hidden Springs Resort – Sevier County	\$35.11
Eagle Crest Development – Sevier County	\$35.11
Legacy Bay – Hawkins County	\$35.11
Dollywood Project – (Dream Catcher Ridge) - Sevier County	\$35.11
Homestead Subdivision – Sevier County	\$35.11
Rice Property (Blue Water Bay) – DeKalb County	\$35.11
East Stewart – Stewart County	\$30.98 – Lagoon \$35.11 – Sand Gravel Filter

Fees: Nonpayment – 5%, Disconnection - \$10,  
Reconnection - \$15, Return Check - \$20, Access - \$84/yr

**On-Site Systems, Inc.**  
**Sewer Service Billing Summary**  
**Residential Sewer Rates**

Eagle Springs Subdivision – Sevier County	\$35.11
Jackson Bend Subdivision – Blount County	\$35.11
Browning Subdivision – Knox County	\$35.11
Starr Crest II – Sevier County	\$35.11
City of Coopertown - Robertson County - Lagoon	\$30.98 + 3% Franchise fee
- Sand-Gravel Filter	\$35.11 + 3% Franchise fee
Horseshoe Bend – Bedford County	\$35.11
Eagle Crest II - Sevier County	\$35.11
Gnatty Branch Retreat – Sevier County	\$35.11
Airbase Road Condominiums – Blount County	\$35.11
Goose Creek Area – Lagoon -Williamson County	\$35.50
Sand Gravel Filter	\$40.71
Falling Waters – Sevier County	\$35.11
Stewart County West – Stewart County	\$35.11
Lighthouse Point Condominiums – Jefferson County	\$35.11
The Highlands – Sevier County	\$35.11
Highland Cove – Dekalb County	\$35.11
Sunnybrook – Robertson County	\$35.11
Smokey Mountain Ridge Resort – Sevier County	\$35.11

Fees: Nonpayment – 5%, Disconnection - \$10,  
Reconnection - \$15, Return Check - \$20, Access - \$84/yr

**On-Site Systems, Inc.**  
**Sewer Systems with Commercial Customers**

<b>System</b>	<b>County</b>
Townsend Town Square	Blount County
Coopertown	Robertson County
East Stewart	Stewart County
Highway 31 Project (Herndon's BP)	Robertson County
Lyles Texaco	Hickman County
Topside Business Park	Blount County
Stewart County West	Stewart County
Cedar Hill Baptist Church	Robertson County
Tims Ford Area	Franklin County
Sunnybrook	Robertson County
Smokey Mountain Ridge Resort	Sevier County
Sevier County	Sevier County
Smoky Cove Subdivision	Sevier County
King Branch Road	Sevier County

## **RULES AND REGULATIONS**

**Governing the sewage collection and treatment systems of Tennessee Wastewater Systems, Inc.**

### **Statement of Purpose**

The general purpose of these rules and regulations is:

1. To establish procedures for furnishing sewage collection and treatment services on a uniform basis to customers within the Company's service area.
2. To provide standards and procedures for:
  - a. Acceptable sewage characteristics
  - b. Protection of the integrity of the water tight system
  - c. Engineering design standards
  - d. Construction standards and inspection requirements
  - e. Quality of materials

### **Definition of Terms**

1. Company - The word Company shall mean Tennessee Wastewater Systems Inc.
2. Engineer - The word Engineer shall mean the consulting engineer of Tennessee Wastewater Systems Inc.
3. Customer - The word Customer shall mean any person , firm, corporation, association or government unit furnished sewage services by the Company.

Effective Date: 10/23/2003

4. **Property-** The word property shall mean all facilities owned and operated by the Company.
5. **TRA -** The letters TRA shall mean the Tennessee Regulatory Authority.
6. **STEP Tank -** The words STEP Tank shall mean the septic tank located near the building which accepts waste and contains a pump vault.
7. **STEG Tank -** The words STEG Tank shall mean the septic tank located near the building which accepts waste and contains an effluent filter.
8. **Service Line -** The words Service Line shall mean the line from the STEP/STEG Tank to a Collector Line.
9. **Collector Line -** The words Collector Line shall mean the line from the Service Line to the Main Line.
10. **Main Line-** The words Main Line shall mean the line from the Collector Line to the treatment facility.
11. **Building Outfall Line -** The words Building Outfall Line shall mean the line that carries waste from the building to the STEP/STEG Tank .

12. Pumping Station - The words Pumping Station shall mean a tank that contains pumps and receives effluent from STEG Tanks and / or Collector Lines.

Authorization of Rules and Regulations

Tennessee Wastewater Systems, Inc. is a corporation organized and engaged in business as a public utility in the State of Tennessee. Under a Certificate of Convenience and Necessity issued by the Tennessee Regulatory Authority on April 6<sup>th</sup>, 1994, under Docket No. 93-09040, the Company submits the following statement of its rules and regulations in compliance with Rule 602.2.

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewage system customer of the Company.

Utility Items on Private Property

The Company shall maintain all STEP and STEG tanks, control systems and service lines required to provide sewer service on the Customer's premises.

The Customer must execute an agreement granting an easement to the Company for maintenance of the sewer system. The building plumbing and Building Outfall Line shall be maintained by the Customer.

Effective Date: 10/23/2003

Discontinuance of Service

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth below
2. For misrepresentation in the application
3. For adding to the property or fixtures without notice to the Company
4. For molesting any service pipe, tank, control system, filter or any property of the Company in any way whatsoever
5. For violation of any rules of the Company
6. For disconnecting or re-connecting service by any party, other than a duly authorized agent of the Company, without the consent of the Company

Non-payment penalties

A non-payment penalty of five percent (5%) of the monthly charge will be due after the due date shown on the bill. If payment is not received within fifteen days after the due date, a written notice will be sent to the customer. If payment is not received service will be turned off from the customer's property as per the Sewer Subscription Agreement (Attachment #1) executed by the customer with no additional notice being sent. No service shall be reconnected if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection fee is \$10 and the reconnection fee is \$15.

Effective Date: 10/23/2003



### Returned Checks

A check returned by the bank will incur a fee of \$20.00.

### Changes in Ownership, Tenancy of Service

A new application and agreement must be made and approved by the Company on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.

### Security Deposits

Each new Customer, before connection or reconnection of the service, will be required to make a refundable deposit to secure payment of wastewater service bills in an amount of \$60.00. Interest will be paid on deposits held by the company at the rate published in the *Federal Reserve Bulletin* for the preceding calendar year. Deposits will be retained by the company as long as required to insure payment of bill. (TRA Rule 1220-4-3-.15(7))

### Winter Water Usage Rates

Winter Water Usage shall mean the average amount of water used, as stated on the customer's bill for the months of November, December, January and February. When customer's bills are based on water usage, customers will receive summer bills (for usage in June, July, August and September) that are based on the average winter water usage. New customers that have not established winter water usage will be charged up to a maximum bill of \$125.00 until a winter water usage is established.

Effective Date 10/23/2003

Sewer System Access Fee

The owner of each property parcel which is provided a tap when the sewer system is built, will be required to pay a sewer access fee of \$84.00 per year.

This fee will be payable each year by December 15<sup>th</sup>, for owners of record, as of December 1<sup>st</sup>. As each customer attaches to the sewer tap and signs up for service, they will pay a pro-rated access fee for that year and thereafter the fee will not be charged.

Engineering, Materials and Construction Standards

1. General - This specification covers the type of sewer system required for various design conditions of sewers constructed by developers.

The requirements called for are minimum in all cases. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the design engineer and must be approved by the Company Engineer.

Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment , in addition to this specification. Where conflicts exist, the more restrictive shall govern.

2. All sewage collection system components are to be watertight.

This includes Building Outfall Lines, all tanks, Collector Lines, Service Lines and Main Lines. Collector Lines and Main Lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be watertight.

3. STEP and STEG Tanks are to be installed near the building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.

4. All pipe is to be PVC . Classes and sizes will be per Engineer's design and in all cases SDR 21 class 2000 will be the minimum allowable.

5. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines and swimming pools shall be connected to the sewer system.

#### Special Pretreatment Sewage Requirements

For all sewage connections the Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged to

cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding capacity at the Customer's expense. All customers will be required to follow the Do's and Don'ts list for an Effluent collection system, supplied to them by the Company. (Attachment No.2). These requirements prohibit the dumping of any toxic chemicals that kill tank bacteria and disposal of an excessive amount of grease, among other things.

#### Damages

The company shall in no event be responsible for maintaining any building outfall line owned by the customer, nor for damages created by sewage escaping there from, nor for defects in Customer's building lines or fixtures. The customer shall at all times comply with all regulations of the Tennessee Regulatory Authority and of the Company.

All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made.

#### Inspection

All pipes, valves and fixtures shall at all reasonable hours, be subject to inspection by the Company or its duly authorized agent.

#### In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company. In case of an emergency, call 615-356-7294 or pager 615 -951-7048.

#### Service Area

The Company will provide service within it's current service area. Additions to the service area must be approved by the Tennessee Regulatory Authority.

### **Extension Plan**

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing sewer systems. The sewer service charges listed in the sewer billing structure do not include costs for constructing the sewer system. Any sewer system components required to service such abutting properties shall be constructed at the cost of those parties desiring same, and these components shall become the property of the Company, to be credited to the account for contributions in aid of construction. In addition, treatment system component costs will be paid by the Customer desiring to hook on to the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

### **Contributions in Aid of Construction**

Sewer system components furnished by developers and land owners to the Company will be recognized as contributions in aid of construction in the amount of the actual cost of construction. Capital contributions from developers will be treated in a like manner.

Contracts for Service

Each customer before installation of service shall be required to execute, on the appropriate forms furnished by the Company, a Sewer Service Agreement.

Customer Billing Forms

Customer billings will vary by location. Where the local water provider is willing to do joint billing, that will be the method. In most instances, coupon books will be issued for payment of a flat monthly fee. In cases where pass through treatment costs and commercial customers are involved, a monthly bill will be sent to the customer and be based on the gallons of water used.

Public Contact

Charles L. Pickney , Jr.

7638 River Road Pike

Nashville, TN 37209

Phone - 615- 356-2880

Effective Date: 10/23/2003

Tennessee Wastewater Systems  
Rules and Regulations  
TRA #2

Revised Sheet #12  
Revision #1  
Revision Date: 9/23/2003

Tennessee Regulatory Authority Regulations

The Company, in its operation, shall conform with all the applicable  
rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

Phone # 1-800-342-8359

Effective Date: 10/23/2003



**SEWER SUBSCRIPTION CONTRACT**

DATE: \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**ADDRESS OF PROPERTY**

\_\_\_\_\_  
**MAILING ADDRESS**

\_\_\_\_\_  
**TELEPHONE NUMBER**

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by TWS. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules and Regulations and Plans of TWS. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the **USER MANUAL** (Do's and Don'ts for Effluent Collection System). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of TWS.
2. I acknowledge TWS, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank, the STEG (Septic Tank Effluent Gravity) or STEP (Septic Tank Effluent Pumping) system. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the out fall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize TWS to purchase and install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relive me of my obligation to pay for water service to the service provider.
5. I understand and agree to pay a security deposit of \$60.00, to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to TWS's billing and cutoff procedures. Should I not pay in accordance with TWS's Rules, I agree to pay all costs of collection, including attorney fees.
6. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.
7. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to TWS at least thirty (30) days in advance of my vacating the property.

\_\_\_\_\_  
**SUBSCRIBER'S SIGNATURE**

Effective Date: 10/23/2003

# **USER MANUAL**

## **Residential**

### **Do's and Don'ts**

#### **For**

## **Effluent Collection Systems**

It's important to understand the first step to a successful sewage treatment and disposal system begins with homeowner education. A knowledgeable homeowner can prevent system damage and eliminate costly repairs. Your effluent collection system is composed of a septic tank and plastic pressure mains. All waste from your house flows into the septic tank where it is digested. The solids settle to the bottom of the tank. The scum floats to the top. The middle portion of the tank remains fairly clear. The clear liquid is pumped out of the tank into pressure sewer mains.

1. Items that cause **Problems and Failure** of this system are:
  - a. Excessive sludge or scum accumulation in septic tank
  - b. Excessive water usage
  - c. Some fabric softeners and whiteners
  - d. Excessive grease and oil from food processing
  - e. Hair from hair cutting
  - f. Chemical cleaners
  - g. Diapers, rags, cigarette butts, coffee grounds, plastic, and rubber products (condoms)
  - h. Any non-biologically degradable substances will cause problems in the treatment and disposal of your sewage disposal system

A properly maintained septic tank provides a high degree of treatment and yields an effluent that is relatively free of greases and solids that can clog the effluent filter and

## **Attachment #2**

pump. The best practice is to not discharge anything into a septic system that is poisonous or that may inhibit the abilities of the friendly critters (bacteria) living and working there. An excellent guideline that should be practiced in every household is not to dispose of anything into the septic tank that hasn't first been ingested, with the exception of toilet paper and mild detergents.

The following tips and recommendations list good healthy practices that will help to insure a long life for your septic tank system, and minimal maintenance.

### **DO'S**

**Do** call Tennessee Wastewater Systems, Inc. should assistance become necessary.

The audible alarm can be silenced by pushing the illuminated light located directly above the "PUSH TO SILENCE" label on the front of the electrical control panel. With normal use, the tank has a reserve storage capacity good for 24-36 hours.

**Do** familiarize yourself with the location and type of the electrical control panel and note the number on the panel.

**Do** coordinate with your service provider prior to the installation locations of new landscaping or permanent structures in order to insure that the integrity of the septic tank and service lines are not jeopardized.

**Do** practice water conservation. By reducing the amount of water going into your system you can extend the life of the system and reduce the power consumption. Wash clothes and dishes only when you have a full load. When possible avoid several loads in one day.

**Do** be aware that a simple toilet float can hang up and result in over 2000 gallons per day of wasted water; normal household usage ranges from 300 to 500 gallons per day.

## **DON'TS**

**Don't** dispose of water softener backwash into tank! **The backwash brine solution contains high levels of chlorides that can destroy the micro-organisms, inhibit the biological digestion, interfere with the solid's sedimentation that occurs in the tank, and may increase the flow through the tank 25 to 50 percent.**

**Don't** connect rain gutters, storm drains, or allow other surface water to get into your septic system. This additional water will overload your septic tank system and cause a premature failure. **Your septic system was designed only for domestic water use.**

**Don't** use excessive quantities of water. **Repair leaky toilets, faucets or plumbing fixtures** (leaky toilets can result in excess flows through the septic system). Use water saving devices such as low flow showerheads and low volume flush toilets.

**Don't** flush undesirable substances into the sewer. **Flushing flammable and toxic products is dangerous, while other materials such as paper towels, rags, newspaper, plastics, cigarettes, coffee grounds, egg shells, sanitary napkins, condoms, large amounts of hair, and cooking grease are a maintenance nuisance, and will create a situation requiring frequent pumping of septage from the tank.**

**Don't** dump recreational vehicle (RV) waste into your tank because it will increase the amount of solids entering the septic tank, and the frequency of required septage pumping. **Some RV waste may contain chemicals that are toxic or that may adversely affect the biological activity in your tank.**

**Don't** use garbage disposal systems to dispose of non-biodegradable materials, because they increase the amount of solids entering the septic tank, and the frequency of required septage pumping. Compost scraps or dispose with your trash. **Do not pour grease down the drain. Collect grease in a container rather than disposing of down the drain. Pouring grease down the drain is the fastest way to ensure a filing system (and expensive repairs).**

**Don't** use special additives that claim they will enhance the performance of your tank. **Additives do not improve the performance of the tanks and can cause major damage to your drain field or other areas in the collection system.** The natural micro-organisms and bacteria that form in your system are sufficient. These organisms generate their own enzymes for breaking down and digesting nutrients (The natural order of things).

**Don't** allow anyone, other than a **qualified service technician** to perform maintenance on the septic system.

## SUBSTITUTES FOR HOUSEHOLD HAZARDOUS WASTE

Replace the following hazardous products with ones less environmentally harmful. The hazardous cleaners are listed in bold face, followed by the suggested substitute.

### **HAZARDOUS CLEANERS**

### **SUGGESTED SUBSTITUTE**

#### **Ammonia-Based Cleaners:**

Sprinkle baking soda on a damp sponge. For windows, etc., use a solution of 2 tbs. white vinegar to 1 qt. water. (Pour the mixture into a spray bottle).

#### **Disinfectants:**

Use borax – ½ cup in a gallon of water (deodorizes also).

#### **Drain Decloggers:**

Use a plunger or metal snake tool, or remove and clean trap (Avoid chemical drain cleaners).

#### **Scouring Cleaners/Powders:**

Sprinkle baking soda on a damp sponge or 4 tbs. baking soda to 1 qt. warm water or use Bon Ami. (It is cheaper and won't scratch.)

#### **Carpet/Upholstery Cleaners:**

Sprinkle dry cornstarch or baking soda on, then vacuum. For tougher stains, blot with white vinegar in soapy water.

#### **Toilet Cleaners:**

Sprinkle on baking soda or Bon Ami, then scrub with a toilet brush.

**Attachment #2**

**Furniture/Floor Polishes:**

To clean, use oil soap and warm water. Dry with soft cloth. Polish with 1 part lemon juice to 2-part oil (any kind), or use natural products with lemon oil or beeswax in mineral oil.

**Metal Cleaners – Brass/Copper:  
Stainless Steel:  
Silver:**

Scrub with a half of lemon dipped in salt.  
Use scoring pad and soapy water.  
Rub gently with toothpaste and soft wet cloth.

**Oven Cleaners:**

Quickly sprinkle salt on drips, then scrub. (Use baking soda and scouring pads on older spills.)

**Laundry Detergent:**

Choose one with a zero phosphate content, or use soap flakes with 1/3 cup of washing soda. (If using a non zero phosphate detergent, before switching wash clothes in pure soda to remove residues.)